

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER MIPR8HDAT8M017		PAGE 1 OF 48	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER HC1021-08-R-2002	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME URSULA THAU				b. TELEPHONE NUMBER (No Collect Calls) 49 6302-922724	
6. SOLICITATION ISSUE DATE 08-Aug-2008		8. OFFER DUE DATE/LOCAL TIME 04:00 PM 12 Sep 2008		9. ISSUED BY DISA/DITCO-EUROPE UNIT 4235, BOX 375 APO AE 09136-5375 TEL: FAX:		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SB <input type="checkbox"/> HUBZONE SB <input type="checkbox"/> 8(A) <input type="checkbox"/> SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB SIZE STD: NAICS:	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP		15. DELIVER TO CODE		16. ADMINISTERED BY CODE			
17a. CONTRACTOR/OFFEROR CODE		18a. PAYMENT WILL BE MADE BY CODE		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>			
18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM		19. ITEM NO. 20. SCHEDULE OF SUPPLIES/ SERVICES 21. QUANTITY 22. UNIT 23. UNIT PRICE 24. AMOUNT					
25. ACCOUNTING AND APPROPRIATION DATA		26. TOTAL AWARD AMOUNT (For Govt. Use Only)					
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED					
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. <input checked="" type="checkbox"/>				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:			

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)				PAGE 2 OF 48	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____					
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR		36. PAYMENT
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER
38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER		40. PAID BY	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42a. RECEIVED BY <i>(Print)</i>	
				42b. RECEIVED AT <i>(Location)</i>	
				42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

ADDENDUM**ADDENDUM to FAR 52.212-1 (JAN 2005) (SF 1449, Block 27a)**

(Note: Offerors must insure the instructions in FAR 52.212-1 are adhered to in addition to the following addendum)

INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS (JAN 2006)

(a) **Purpose:** These instructions prescribe the format of proposals and describe the approach for the development and presentation of the proposal data. They are designed to ensure the submission of information essential to the understanding and comprehensive validation of proposals. Offerors are cautioned to follow the instructions carefully.

QUESTIONS CONCERNING THIS SOLICITATION MUST BE RECEIVED BY 4:00 PM (Central European Time) ON 22 August 2008. Questions received after this date may not be answered. All questions shall be submitted in writing via email with a subject heading of “HC1021-08-R-2002 Question” to PL512@disa.mil with a copy to the contract specialist: ursula.thau@disa.mil.

THE GOVERNMENT RESERVES THE RIGHT TO REJECT ANY PROPOSAL THAT DOES NOT SUBSTANTIALLY COMPLY WITH THE PROPOSAL PREPARATION INSTRUCTIONS.

The contract awardee will provide a complete, turnkey system, and the following are entirely the responsibility of the contractor:

- (1) Engineering and Route Determination.
- (2) U.S. Installation Personnel Access Passes.
- (3) Personnel Work Permits associated with performance in Germany.
- (4) Coordination for implementation and Rights of Way with U.S. Installations as well as Federal, State, and Local Governments.
- (5) Handling, Transport and Storage of construction materials and equipment.
- (6) Complete implementation, testing, and documentation of the turnkey system within the schedule set forth by the U.S. Government.

Further, the tasks described in the Statement of Work must be accomplished under the following conditions:

- (1) There will NOT be a U.S. installation site visit prior to solicitation or award.
- (2) Pre-award U.S. installation utility and planning documents are NOT available.
- (3) 90% of the implementation work will be done on Federal Republic of Germany property.
- (4) Sections of the fiber optic cable implementation may traverse densely populated urban areas.

(5) Post-award utility and planning documents pertaining to U.S. installations are unreliable.

(b) **Proposal Instructions:** For this solicitation the offeror shall submit their original proposal (preferably in loose leaf, 2 or 3-ring binders) in five sections within a single binder:

Section I – Technical Experience

Section II – Technical Proposal

Section III – Price

Section IV - Past Performance

Section V – Contracting Information

A complete proposal submission will consist of one original paper copy and one electronic copy on CD-ROM of all five Sections. The disk shall be clearly labeled to indicate contents and shall be virus free. The offeror shall submit the electronic copy of all five Sections in Microsoft (MS) Office 2003.

In addition to the original copy, the offeror shall provide, in paper, THREE copies of the Technical Proposal, Sections I, II and IV, in three separate binders and shall not contain any price information.

The offeror shall make every effort to minimize the amount of data submitted as part of the proposal. M/S Word shall be used for written documents and M/S Excel for spreadsheets. The title of each document submitted electronically shall not exceed ten characters in addition to the .doc and .xls extensions.

(c) **Page Numbering:** Each Offeror shall use a standard page numbering system to facilitate proposal references. Number consecutive pages within sections. Charts, graphs and other insert materials should be page numbered as part of the page numbering system.

(d) **Pricing Information:** Pricing information shall be in Section III, Price Proposal. No other sections will contain pricing data.

(e) **Proposal Format:**

(1) **Section I - Technical Experience:** The Government requirement is for network system design and installation for the U.S. Army located within the Federal Republic of Germany. It is, therefore, essential that the successful contractor and/or sub-contractor have experience providing network installation services similar in type, complexity and scope, as well as the ability to obtain Rights of Way in accordance with the applicable laws of the Federal Republic of Germany. Similar, in this instance, refers to the complexity and location of the work performed.

(A) Offerors shall submit a minimum of one contract reference that indicates the offeror performed similar services as a prime or sub-contractor **within the past three years**. For evaluation purposes, similar, in this instance, refers to:

Scope of Work (i.e., design and installation of outside network systems).

Size of Project Work (i.e., dollar value over \$3.5M).

Location of Work (i.e., in the Federal Republic of Germany).

The offeror must also demonstrate the ability to obtain Class 3 License(s)—as prescribed by the applicable laws of Germany—for the entire life of the project, and to use the license(s) in the performance of this contract.

Offerors must submit the following information concerning their reference(s):

Date of Contract Start and term of contract.

Type of network design and installation and technical approach.

Location of services provided by the contractor.

Total number of productive hours provided.

A list of all services included in the contract.

Type of contract (i.e. firm fixed-price, cost-reimbursement, etc.)

Client names, titles, companies and current addresses (include valid area codes, telephone numbers and extensions).

(2) Section II - Technical Proposal:

(A) Offerors shall submit their proposed technical approach as Section II of the proposal. The proposal must comply in all material respects with the requirements of the laws, regulations and conditions set forth in the solicitation.

(B) The proposal must meet all solicitation requirements in the Statement of Work. Technical Proposal shall be tailored to address each Paragraph/sub paragraph of the Statement of Work.

(C) The Offeror's Technical Proposal shall use the same paragraph numbering system as the Statement of Work and shall be self-sustaining, without reference to any other response or literature for support.

(D) The offeror must agree to all contract terms and conditions and agree that it will meet the requirements stated in the RFP. NOTE: It is not acceptable to merely state, "Have read, understand and will comply." The proposal shall outline all problem areas that are recognized by the offeror, with the proposed solutions thereto. The proposal must be considered acceptable with regard to all requirements of the Statement of Work.

(E) The Offeror must be determined responsible in accordance with FAR Part 9, Subpart 1 standards.

(F) Upon satisfaction of the above conditions, an award shall be made to the responsible, technically sufficient, lowest price offeror.

(G) The Government reserves the right to make no award as a result of this solicitation.

(H) There is a 25-page limit on Section II. Technical literature provided to support the offeror's proposed solution shall not count toward the page limitation.

(3) Section III - Price Proposal

(A) Offerors shall propose services in accordance with the CLIN structure. Offeror-generated entries such as N/A, N/C, NSP, or TBD will not be accepted. No substitute pricing summaries are acceptable.

(B) Anticipated service life of this contract: a 12-month period for design, installation, testing and acceptance of the fiber optic cables; followed by a 3-year period of cable plant administration, as stated in Paragraph 3.6 of the SOW. Offerors are required to provide a price proposal for the one-year installation period. Offerors are also required to provide a lump sum price for the 3-year Cable Plant Administration period (CLIN 0003). Proposed prices shall be in U.S. dollars. In the event there is a difference between the paper copy and the electronic copy, the data on the electronic copy shall prevail. The Government's final price evaluation shall prevail for award purposes and will not be subject to negotiation.

(C) Cost or Pricing Data: Since the contract price is based on adequate price competition, the Contracting Officer does not anticipate a requirement for Certified Cost or Pricing Data. However, offerors may be required to submit information other than cost or pricing data in accordance with FAR 52.215-21. The Contracting Officer as deemed necessary will request this information.

(D) The Government may compare the offeror's price proposal to the technical proposals to determine the offeror's (1) understanding of work to be performed and (2) capability and capacity to provide the required services and accomplish the required tasks. Unrealistically low prices may indicate a lack of complete understanding of the requirements, a high-risk approach to performance, and or an inability to attract and maintain a high-quality workforce. Accordingly, the Government may consider the findings of such analysis regarding an offeror's ability to perform and the risk of its approach.

(E) Existing, US Army controlled, spare infrastructure (empty duct) exists in this region and will be available for use. Requests for information and maps must be submitted to the TPOC listed in the accompanying SOW.

There is no page limit to Section III.

(4) Section IV - Past Performance Proposal:

(A) The Offeror shall identify one recent contract (completed in Germany within last three (3) years; and two additional contracts (completed in Germany within the last 5 years, on which it has performed as either a prime or subcontractor. These will be for evaluation by the Government. In selecting the three contracts, offerors should consider the factors stated in FAR 52.212-2 herein. Accuracy of past performance data is of significant importance since the Government will verify the information provided for each effort. Information submitted shall include the information in paragraphs (B) and (C) below:

(B) Section 1 – Previous Contracting Efforts. For each of the three identified past performance efforts, address the following:

Schedule/Timeliness of Performance: The Offer shall identify its ability to deliver a product or service according to an agreed schedule. The cause of any schedule variances will be examined to determine the extent to which the offeror was able to deliver products or services on time.

Quality of Service: The Offeror shall identify the quality control programs that were applied to ensure a product or service that met the customer's quality requirements. The Offeror's performance will be examined to determine whether adequate quality control measures were in place to provide conformance to contract requirements.

Business Relations/Customer Satisfaction: The Offeror shall identify its ability to demonstrate a business-like concern for the customer's interests. Performance will be examined to determine the degree to which the offeror met the levels of cooperation needed to be an effective business partner.

Management of Key Personnel: The Offeror shall describe its selection and retention processes for management of key personnel. Performance will be examined to determine to what extent the selection and retention of key personnel met contract requirements.

(C) Section 2 – Customer Assessment: The Offeror shall provide the cover letter and the Past Performance Questionnaire included herein as Attachment 1, to the Customer Points of Contact (POC) identified in each of the three-identified previous contracting efforts. In order to expedite the assessment process, the Offeror may complete Section 1, Contract Information, for the convenience of the customer evaluator. The Offeror shall not, however, complete any other section of the past performance questionnaire. The questionnaire shall be provided by the offeror to the customer POC with instructions to complete and submit directly to the Contracting Officer no later than 12 September 2008. Submittal of the questionnaire by the offeror to the customer POC concludes the Offeror's responsibility for this action; the Government will be responsible for the tracking and receipt (to include any changes in due dates) of completed questionnaires. Electronic submission is preferred; however, hardcopy mail or fax will be accepted. In addition to providing administrative information, the customer POC will provide evaluations of the Offeror's past performance for the assessment elements (page limit not applicable; subject to the extent of input provided by the customer POC). The Offeror shall provide the following

information from whom the Government should expect to receive assessments concerning the Offeror's past performance:

- (1) Company Name:
 - (2) Contract Number:
 - (3) Contract Title and Type:
 - (4) Original Contract Price and Current Contract Price:
 - (5) Scope of Project:
 - (6) Customer POC name, e-mail address and current telephone number:
 - (7) Contracting Officer's, e-mail address and current telephone number:
 - (8) Original Schedule, Actual Start and Completion Dates:
 - (9) Percentage of deliveries on time or service availability:
 - (10) Positive Past Performance and/or past negative performance with corrective actions:
- (D) There is no page limitation for Section IV.

(5) Section V - Contract Information

- (A) Contracting Information: The Offeror shall submit the following within Section V:

Transmittal Letter and Standard Form 1449

Representations and Certifications or certification that these have been completed online via Online Representations and Certifications Application (ORCA) at <https://orca.bpn.gov/>

- (B) Transmittal Letter and SF 1449. The Offeror shall submit a cover letter transmitting its proposal. The cover letter shall address the information required by FAR 52.215-1(c) (2) (2 Page Limit). Also, the Offeror shall include a completed SF1449, properly executed and signed by an official authorized to commit the Offeror, for the original solicitation and any amendments. Acknowledgement of receipt of amendments shall also be made in the transmittal letter.

- (C) Representations and Certifications: Offeror shall ensure that clauses FAR 52.212-3, "Offer Representations and Certifications – Commercial Items and DFARS 252.212-7000, "Offer Representations and Certifications-Commercial Items are completed and returned with the proposal or completed via Online Representations and Certifications Application (ORCA) at <https://orca.bpn.gov/>. A statement certifying completion online shall be included in the transmittal letter.

- (D) Clarification of Proposals: All change pages to the proposal shall contain a revision date located in a uniform location. Use a solid line in the right hand margin of the page on which the change occurs to identify the lines of text, pages or graphics on each page in which any change has occurred. All changes not flagged by a solid line in the margin(s) will not be considered. For inserting pages, number each page using a standard format (e.g. 1 of 3; 1a of 3; etc). All changes to proposals must include a complete electronic submission via CD-ROM.

(E) Period of acceptance of offers. The offeror agrees to hold the prices in its offer firm for 120 calendar days from the date specified for receipt of offers.

(F) PROPOSAL DUE DATE: Proposals are due electronically by 4:00 P.M. (Central European Time) on 12 September 2008. Additional Paper copies (as required) should be sent to the following address.

(Note: Offerors should take into consideration mailing times when submitting their proposals.)

Defense Information Technology Contracting Organization-Europe
 Attn: PL512 (HC1021-08-R-2002)
 Gebäude 143
 67681 Sembach-Heuberg
 Germany

(END OF ADDENDUM)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Wackernheim - Baumholder Link FFP Fiber Optic Cable, 24 Strand, NZDF G.655 From the ODF (Optical Distribution Frame) in Building # 6208 (DCO - Dial Central Office) on McCully Barracks, Wackernheim to the ODF (Optical Distribution Frame) in Building # 8490 (TCF - Tech Control Facility) on Smith Barracks, Baumholder In accordance with Statement of Work, dated 05 August 2008 FOB: Destination PURCHASE REQUEST NUMBER: MIPR8HDAT8M017	1	Segment		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Baumholder - Landstuhl Link FFP Fiber Optic Cable, 24 Strand, NZDF G.655	1	Segment		
	From the same ODF (Optical Distribution Frame) in Building # 8490 (TCF - Tech Control Facility) on Smith Barracks, Baumholder				
	to the ODF (Optical Distribution Frame) in Building # 3765 (Node Room) at the US Hospital Kaserne, Landstuhl				
	In accordance with Statement of Work, dated 05 August 2008				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: MIPR8HDAT8M017				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Warranty FFP	1	Lot		
	Will start on date of acceptance per segment and continue for a period of 24 months thereafter.				
	In accordance with Paragraph 3.5 of the Statement of Work, dated 05 August 2008				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: MIPR8HDAT8M017				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Cable Plant Administration FFP In accordance with Paragraph 3.6 of the Statement of Work, dated 05 August 2008 Period of Performance: Three Years (36 months) after Government Acceptance of Segments. NOTE: Payment under this CLIN will be authorized upon receipt and Government acceptance of the first monthly report for the segments. FOB: Destination PURCHASE REQUEST NUMBER: MIPR8HDAT8M017	1	Lot		
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	Deliverables FFP The contractor shall provide all Deliverables in accordance with Paragraph 4.1 through 4.6 of the Statement of Work, dated 05 August 2008 NOTE: Deliverables will not be separately priced. FOB: Destination PURCHASE REQUEST NUMBER: MIPR8HDAT8M017	1	Lot		
NET AMT					

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	365 dys. ADC	1	N/A FOB: Destination	
0002	365 dys. ADC	1	N/A FOB: Destination	
0003	365 dys. ADC	1	N/A FOB: Destination	
0004	365 dys. ADC	1	N/A FOB: Destination	
0005	365 dys. ADC	1	N/A FOB: Destination	

CLAUSES INCORPORATED BY REFERENCE

52.212-1	Instructions to Offerors--Commercial Items	JUN 2008
52.212-4	Contract Terms and Conditions--Commercial Items	FEB 2007
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.225-7041	Correspondence in English	JUN 1997
252.225-7042	Authorization to Perform	APR 2003

CLAUSES INCORPORATED BY FULL TEXT

52.204-9001 Contract/Order Closeout—Fixed-Price, Time-and-Materials, or Labor-Hours (Jan 2007)

Timely contract closeout is a priority under this contract/order. The Contractor shall submit a final invoice within ninety (90) calendar days after the expiration of this contract/order, unless the Contractor requests and is granted an extension by the Contracting Officer, in writing. In addition, and concurrent with the submission of the final invoice, the Contractor shall notify the Contracting Officer of the amount of excess funds that can be deobligated from this contract/order so the closeout process can begin as soon as possible upon expiration of this contract/order. A bilateral contract/order closeout modification will be forwarded to the Contractor by the Contracting Officer and must be signed by the Contractor and returned to the Contracting Officer within thirty (30) calendar days of issuance of the modification. A Contractor's failure to respond and/or sign the bilateral closeout modification within thirty (30) calendar days of receipt will constitute approval of the terms of the modification and the modification will subsequently be processed unilaterally by the Contracting Officer to deobligate excess funds and close this contract/order.

If this contract/order contains option periods, the Contractor is required to submit an invoice within ninety (90) calendar days after expiration of the base period of performance and the expiration of each exercised option period of performance to allow for deobligation of excess funds that were obligated in those respective periods of performance.

(End of clause)

52.209-9000 ORGANIZATIONAL AND CONSULTANT CONFLICTS OF INTEREST (OCCI) (DEC 2005)

(a) An offeror shall identify in its proposal, quote, bid or any resulting contract, any potential or actual Organizational and Consultant Conflicts of Interest (OCCI) as described in FAR Subpart 9.5. This includes actual or potential conflicts of interests of proposed subcontractors. If an offeror identifies in its proposal, quote, bid or any resulting contract, a potential or actual conflict of interests the offeror shall submit an Organizational and Consultant Conflicts of Interest Plan (OCCIP) to the contracting officer. The OCCIP shall describe how the offeror addresses potential or actual conflicts of interest and identify how they will avoid, neutralize, or mitigate present or future conflicts of interest.

(b) Offerors must consider whether their involvement and participation raises any OCCI issues, especially in the following areas when:

- (1) Providing systems engineering and technical direction.
- (2) Preparing specifications or work statements and/or objectives.
- (3) Providing evaluation services.
- (4) Obtaining access to proprietary information.

(c) If a prime contractor or subcontractor breaches any of the OCCI restrictions, or does not disclose or misrepresents any relevant facts concerning its conflict of interest, the government may take appropriate action, including terminating the contract, in addition to any remedies that may be otherwise permitted by the contract or operation of law.

(End of clause)

52.212-2 - EVALUATION -- COMMERCIAL ITEMS (JAN 1999)

1. The Government will award a contract resulting from this solicitation to the responsible offeror whose offer, conforming to the solicitation, will be most advantageous to the Government, price and other factors considered. The contractor shall submit both a written price proposal and a technical proposal for consideration before the due date and time for this Request For Proposal (RFP). The Government anticipates awarding a firm, fixed price contract using the lowest priced, technically acceptable source selection process.

2. Price Proposal. In an effort to receive the highest quality solution at the lowest possible price, the Government requests all available discounts on all materials and services offered by contractors for this requirement.

NOTE: Existing, US Army controlled, spare infrastructure (empty duct) exists in this region and will be available for use. Requests for information and maps must be submitted to the TPOC listed in the accompanying SOW.

3. Technical Proposal. The technical proposal shall respond to each Task and Sub-Task in the Statement of Work (SOW). The technical proposal shall be in sufficient detail and include a written description that is complete enough for the Government to validate the claim of compliance. NOTE: It is not satisfactory to state, "Have read, understand and will comply." The proposal shall outline all problem areas that are recognized by the offeror with the proposed solutions thereto. The technical proposal will use the same paragraph numbering system as the Statement of Work and shall be self-sustaining, without reference to any other response or literature for support.

4. Technical Evaluation. A comparative assessment of proposals against all source selection criteria in the solicitation will be completed. The Government reserves the right to award without discussions and/or negotiations (except clarifications if necessary), or without requesting a final proposal revision. However, the Government may open discussions, and final terms agreed upon after negotiations must be submitted by a revised proposal to the contracting officer.

5. The following shall be used to evaluate proposals for technical acceptability:

a. Technical Experience. The Government requirement is for network system design and installation for the U.S. Army located within the Federal Republic of Germany. Therefore, it is essential that the successful contractor have experience providing network installation services similar in type, complexity and scope, as well as the ability to obtain Rights of Way in accordance with the applicable laws of the Federal Republic of Germany. Similar in this instance refers to the complexity and location of the work performed.

Technical Experience will be considered Acceptable: When the Offeror demonstrates that they have performed network design and installation services by submitting a minimum of one (1) contract reference that indicates the offeror performed similar services as a prime or sub-contractor within the past three years. For evaluation purposes, similar in this instance refers to (1) scope of work (i.e., design and installation of outside network systems); (2) size of project

work (i.e., dollar value over \$3,500,000); and (3) location of work (i.e., in the Federal Republic of Germany). The offeror must also demonstrate the ability to obtain Class 3 License(s)—as prescribed by the applicable laws of the Federal Republic of Germany—for the entire life of the project, and to use the license(s) in the performance of this contract.

Offerors must submit the following information concerning their reference(s):

- Date of contract start and term of contract
- Type of network design and installation and technical approach.
- Location of services provided by the contractor.
- Total number of productive hours provided.
- A list of all services included in the contract.
- Type of contract (i.e., firm, fixed price, cost-reimbursement, etc.).
- Client names, titles, companies and current addresses (include valid area codes, telephone numbers, and extensions).

b. Technical Proposal: This factor considers the soundness of the Offeror's technical approach to design and install the network project. The evaluation will consider the following:

(1) Technical Requirements. Must ensure that all technical and design requirements in the Statement of Work are met. Also, that labor teams, experience levels of key personnel, technical experience of labor teams, and number of personnel are adequate and available for the project.

(2) Project Design:

- (a) Includes routing to ensure future diversity is not compromised.
- (b) Ensures that the design minimizes private property crossings.
- (c) Ensures that the design protects the cable (i.e., known or suspected hazards are avoided).
- (d) Ensures that cable routing balances right of way issues verses distance.
- (e) Identifies the number of conduits offered.

(2) Proposed Schedule. The Offeror must describe in detail the proposed schedule and include the date the contractor will be available to start work. The Offeror must also acknowledge compliance with 5th Signal Command's Standards for Cable Distribution Systems, Inside Cable Distribution Systems, and Cabling Systems at U.S. Government Owned Facilities.

The Technical Proposal will be Considered Acceptable: When the proposal demonstrates a clear understanding of the requirements addressed in the SOW (i.e., the contractor's technical approach is appropriate and comprehensive). The technical proposal provides for quality and timely work that meets the Government's requirements. The technical soundness of the offeror's schedule and the detailed plan demonstrate a thorough understanding of the project. The offeror's technical proposal shows thoroughness and quality of the labor teams assigned. The offeror's proposal demonstrates that all of the requirements stated in the solicitation will be met. The proposal has no significant weaknesses or deficiencies.

c. Past Performance: This factor considers the Offeror's past performance, including but not limited to, the quality of service, schedule/timeliness of performance, business relations/customer satisfaction, and management of key personnel.

(1) The Government will focus on information that demonstrates quality of performance relative to the size, location, and complexity of the services required by this procurement.

(2) The offerors shall provide a list of at least 1 contract or subcontract completed during the past three (3) years in Germany for similar work in both size and scope; and 2 contracts and/or subcontracts for similar work in size and scope, completed in Germany during the past five (5) years. NOTE: The contract listed in Section IV (B) Past Performance Section 1 (Previous Contracting Efforts) must also be included as a reference for past performance. The references will be contacted and will be asked all questions on the past performance questionnaire. The information received will be reviewed and the proposal evaluated accordingly.

(3) Include the following information regarding contract references:

Name of Contracting Activity
Contract Number
Contract Type
Total Contract Value
Contract Work
Name of Contracting Officer and Telephone Number
Name of Contracting Officer's Representative (COR) and Telephone Number
Name of Sub-Contractors

Past Performance will be Considered Acceptable: When at least 1 contract or subcontract reference submitted for work of a similar size and/or scope and performed in the past three years and 2 contract and/or subcontracts references for similar size and/or scope and performed in the past five years are rated "Satisfactory". Additionally, at least one of the three furnished contract references will be one in which the offeror performed the services as a prime contractor.

(b) Options. Not Applicable.

(c) A written notice of award or acceptance of an offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of clause)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (JUN 2008)
ALTERNATE I (APR 2002)

An offeror shall complete only paragraph (k) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (i) of this provision.

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except—

(1) FSC 5510, Lumber and Related Basic Wood Materials;

(2) Federal Supply Group (FSG) 87, Agricultural Supplies;

(3) FSG 88, Live Animals;

(4) FSG 89, Food and Related Consumables;

(5) FSC 9410, Crude Grades of Plant Materials;

(6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) FSC 9610, Ores;

(9) FSC 9620, Minerals, Natural and Synthetic; and

(10) FSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the

Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person conducting the business can demonstrate--

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

- (1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or
- (2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) (1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs -----.

(Offeror to identify the applicable paragraphs at (c) through (m) of this provision that the offeror has completed for the purposes of this solicitation only, if any.)

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, () is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).) The offeror represents as part of its offer that it () is, () is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

___ 50 or fewer ___ \$1 million or less

___ 51 - 100 ___ \$1,000,001 - \$2 million

___ 101 - 250 ___ \$2,000,001 - \$3.5 million

___ 251 - 500 ___ \$3,500,001 - \$5 million

___ 501 - 750 ___ \$5,000,001 - \$10 million

___ 751 - 1,000 ___ \$10,000,001 - \$17 million

___ Over 1,000 ___ Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It () is, () is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more

individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It () has, () has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.)

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.) (The offeror shall check the category in which its ownership falls):

____ Black American.

____ Hispanic American.

____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

____ Individual/concern, other than one of the preceding.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It () has, () has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It () has, () has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Act--Balance of Payments Program Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Balance of Payments Program--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No.:-----
Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)

(1) Buy American Act -- Free Trade Agreements -- Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian or Moroccan end product," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act."

(ii)) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian or Moroccan end products) or Israeli end products as defined in the clause of this solicitation entitled ``Buy American Act--Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian or Moroccan End Products) or Israeli End Products:

Line Item No.

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I (*Jan 2004*). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":

Canadian End Products:

Line Item No.:

[List as necessary]

(3) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II (*Jan 2004*). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled ``Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:

--	--

[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

- (i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled "Trade Agreements."
- (ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products

Line Item No.:	Country of Origin:

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) () Are, () are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) () Have, () have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

(3) () Are, () are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) [ballot] Have, [ballot] have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). (The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).)

(1) Listed End Product

Listed End Product	Listed Countries of Origin:
•	•
•	•
•	•

(2) Certification. (If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.)

() (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

() (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Act. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) (The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.)

☐ (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror ☐ does ☐ does not certify that--

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

☐ (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror ☐ does ☐ does not certify that--

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies--

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

() TIN: -----.

() TIN has been applied for.

() TIN is not required because:

() Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

() Offeror is an agency or instrumentality of a foreign government;

() Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

() Sole proprietorship;

() Partnership;

() Corporate entity (not tax-exempt);

() Corporate entity (tax-exempt);

() Government entity (Federal, State, or local);

() Foreign government;

() International organization per 26 CFR 1.6049-4;

() Other -----.

(5) Common parent.

() Offeror is not owned or controlled by a common parent;

() Name and TIN of common parent:

Name -----.

TIN -----.

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that it does not conduct any restricted business operations in Sudan.

(End of provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUN 2008)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

 X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

 (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (15 U.S.C. 657a).

 (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

 (4) [Removed].

 (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

 (ii) Alternate I (OCT 1995) of 52.219-6.

 (iii) Alternate II (MAR 2004) of 52.219-6.

 (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

 (ii) Alternate I (OCT 1995) of 52.219-7.

 (iii) Alternate II (MAR 2004) of 52.219-7.

 (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

 (8)(i) 52.219-9, Small Business Subcontracting Plan (APR 2008) (15 U.S.C. 637(d)(4)).

 (ii) Alternate I (OCT 2001) of 52.219-9

 (iii) Alternate II (OCT 2001) of 52.219-9.

- ___ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
- ___ (10) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ___ (11)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEP 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ___ (ii) Alternate I (JUNE 2003) of 52.219-23.
- ___ (12) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (13) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) (U.S.C. 657 f).
- ___ (15) 52.219-28, Post Award Small Business Program Rerepresentation (JUNE 2007) (15 U.S.C. 632(a)(2)).
- ___ (16) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- ___ (17) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (FEB 2008) (E.O. 13126).
- ___ (18) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- ___ (19) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
- ___ (20) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).
- ___ (21) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- ___ (22) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).
- ___ (23) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
- ___ (24)(i) 52.222-50, Combating Trafficking in Persons (AUG 2007) (Applies to all contracts).
- ___ (ii) Alternate I (AUG 2007) of 52.222-50.
- ___ (25)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)).
- ___ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(c)).
- ___ (26) FAR 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b) .
- ___ (27)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

___ (ii) Alternate I (DEC 2007) of 52.223-16.

___ (28) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

___ (29)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (AUG 2007) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L 108-77, 108-78, 108-286, 109-53 and 109-169).

___ (ii) Alternate I (JAN 2004) of 52.225-3.

___ (iii) Alternate II (JAN 2004) of 52.225-3.

___ (30) 52.225-5, Trade Agreements (Nov 2007) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (31) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (32) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (33) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (34) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (35) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (36) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

___ (37) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

___ (38) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

X (39) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

___ (40)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

___ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (NOV 2006) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

____ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

____ (7) 52.237-11, Accepting and Dispensing of \$1 Coin (AUG 2007)(31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(vii) 52.222-50, Combating Trafficking in Persons (AUG 2007) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.

(viii) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(x) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within (insert the period of time within which the Contracting Officer may exercise the option).

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 54 months.

(End of clause)

52.232-9200 PAYMENT ADDRESS (G502 Previously)

(JUN 1996)

The remittance addresses must be blank when the contractor has other active contracts with DITCO. DITCO disburses payment to one company address for all contracts. In the event a payment address on file at DITCO should

be changed, a written request must be sent to DITCO/AQSS4, 2300 East Drive, Scott AFB IL 62225-5406. If the contractor does not have an existing contract with DITCO, the remittance address should be shown below:

Remittance Address:

Company's Name: _____

Street/Post Office Box: _____

City, County, State, Zip Code: _____

52.236-2 DIFFERING SITE CONDITIONS (APR 1984)

(a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of

(1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or

(2) unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.

(b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the contract modified in writing accordingly.

(c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.

(d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

(End of clause)

**52.242-9200 MEETINGS/CONFERENCES
(H501 Previously)**

(JUN 1996)

Technical meetings and/or post-award/pre-performance conferences may be necessary to resolve problems and to facilitate understanding of the technical requirements of the contract. Participants at these meetings/conferences shall be members of the contractor's technical staff and technical representatives of the Government. These meetings/conferences shall be scheduled with the agreement and arrangements made between Contracting Officer, or his representative, and the contractor. Records of these meetings/conferences shall be made by the contractor and approved by the Government. All costs associated with the attendance at these meetings/conferences shall be incidental to the contract and not separately billed.

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its

quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

[Insert one or more Internet addresses]

(End of provision

252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS- COMMERCIAL ITEMS. (JUN 2005)

(a) Definitions.

As used in this clause-

(1) Foreign person means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) United States means the 50 States, the District of Columbia, outlying areas, and the outer Continental Shelf as defined in 43 U.S.C. 1331.

(3) United States person is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it -

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation.

The Offeror represents that it-

___Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

___Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea Clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (MAR 2008)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

☒ 52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

(1) ☐ 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

(2) ☐ 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (APR 2007) (15 U.S.C. 637).

(3) ☐ 252.219-7004, Small Business Subcontracting Plan (Test Program) (APR 2007) (15 U.S.C. 637 note).

(4) ☐ 252.225-7001, Buy American Act and Balance of Payments Program (JUN 2005) (41 U.S.C. 10a-10d, E.O. 10582).

(5) ☐ 252.225-7012, Preference for Certain Domestic Commodities (MAR 2008) (10 U.S.C. 2533a).

(6) ☐ 252.225-7014, Preference for Domestic Specialty Metals (JUN 2005) (10 U.S.C. 2533a).

(7) ☐ 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

(8) ☐ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).

(9) ☐ 252.225-7021, Trade Agreements (MAR 2007) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

(10) ☐ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

(11) ☒ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

(12)(i) ☐ 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (MAR 2007) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

- (ii) ___ Alternate I (OCT 2006) of 252.225-7036.
 - (13) ___ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).
 - (14) ___ 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Pub. L. 107-248 and similar sections in subsequent DoD appropriations acts).
 - (15) ___ 252.227-7015, Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).
 - (16) ___ 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
 - (17) ___ 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports(MAR 2008) (10 U.S.C. 2227).
 - (18) ___ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).
 - (19) _X_ 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
 - (20)(i) ___ 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
 - (ii) ___ Alternate I (MAR 2000) of 252.247-7023.
 - (iii) ___ Alternate II (MAR 2000) of 252.247-7023.
 - (iv) ___ Alternate III (MAY 2002) of 252.247-7023.
 - (21) ___ 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).
- (c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:
- (1) 252.225-7014, Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).
 - (2) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).
 - (3) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
 - (4) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).
- (End of clause)

a. In the event the contractor makes improvements to the software which are designed to enhance its operating performance such improvements or DISA-enhancements shall be provided to the Government, at no cost. The terms "enhancements" or "improvements" as used above, shall not include changes which alter the basic functions of the software. The contractor further agrees to provide updated technical bulletins, user's guides, and documentation, as appropriate, applicable to such enhancements or improvements, also at no cost to the Government.

b. In the event enhancement or improvements which alter the basic function of a package become available during the systems life, the Government shall have the right to obtain such enhancements or improvements. The price(s) for such enhancement or improvements shall be no more than the lesser of (1) the commercial price(s) then in effect or (2) the difference between the then current commercial price of the package including such enhancements and the price paid hereunder. Software obtained under the provisions of this paragraph shall be supported in accordance with paragraphs a above.

**252.239-9204 HOST INSTALLATION LETTER OF AGREEMENT
(H517 Previously)**

(JUN 1996)

If the construction of facilities are required on Government property or require the use of Government resources, the contractor shall properly execute a Letter of Agreement with the host installation commander prior to construction of the facilities. The Letter of Agreement shall contain, 1) a description of the site location; 2) type of construction required for equipment shelter, if any; 3) responsibilities for installation and operation of the facility; 4) installation of utility and communications cable; 5) method of burial and routing; 5) deactivation of site restoration responsibilities; and 6) power demarcation point and whether power is to be Government or carrier furnished. A copy of this Letter of Agreement, appropriately signed, shall be provided to the DITCO Contracting Officer within 5 calendar days after signatories affix their signatures to the document.

**252.243-9200 TECHNICAL ENHANCEMENTS
(H511 Previously)**

(JUN 1996)

a. After contract award, the Government may solicit, and the Contractor is encouraged to propose independently, improvements to the services, features, or other requirements of the contract. These improvements may be proposed to save money, to improve performance, or for any other purpose which presents a service advantage to the Government. As part of the proposed changes, the contractor shall submit a price proposal to the Contracting Officer for evaluation. Those proposed service improvements that are acceptable to the Government will be processed as modifications to the contract.

b. As a minimum, the following information shall be submitted by the contractor with each proposal:

(1) A description of the difference between the existing contract requirement and the proposed change, and the comparative advantages and disadvantages of each.

(2) Itemized requirements of the contract which must be changed if the proposal is adopted, and the proposed revision to the contract for each such change.

(3) An estimate of the changes in performance and cost, if any, that will result from adoption of the proposal.

(4) An evaluation of the effects that the proposed changes would have on collateral costs to the Government, such as government-furnished property costs, costs of related items, and costs of maintenance, operation and conversion (including government premise equipment).

(5) A statement of the time by which the contract modification adopting the proposal must be issued so as to obtain the maximum benefits of the changes during the remainder of this contract including supporting rationale.

(6) Any effect on the contract completion time or delivery schedule shall be identified.

c. The Government will not be liable for proposal preparation costs or any delay in acting upon any proposal submitted pursuant to this clause. The contractor has the right to withdraw, in whole or in part, any proposal not accepted by the Government within the period specified in the proposal. The decision of the Contracting Officer as to the acceptance of any such proposal under this contract is final and not subject to the "Disputes" clause of this contract.

d. The CO may accept any proposal submitted pursuant to this clause by giving the contractor written notice thereof. This written notice will be given by issuance of a modification to this contract. Unless and until a modification is executed to incorporate a proposal under this contract, the contractor shall remain obligated to perform in accordance with the requirements, terms, and conditions of the existing contract.

e. If a proposal submitted pursuant to this clause is accepted and applied to this contract, the equitable adjustment increasing or decreasing the contract price shall be in accordance with the procedures of FAR 52.243-1, Changes, contained in this contract. The resulting contract modification will state that it is made pursuant to this clause.

NOTE: If any proposal submitted under this paragraph may qualify as a Value Engineering Change Proposal in accordance with FAR 52.248-1 contained in this contract, the contractor shall submit the proposal as a VECP.

STATEMENT OF WORK

STATEMENT OF WORK

For the

Inter-Theater Federal Republic of Germany Fiber Optic Network to Smith Barracks, Baumholder

PEO Enterprise Information Systems
Product Manager
Defense Communications Systems - Europe

Funari Barracks, Mannheim Germany
APO AE 09056

1.0. BACKGROUND

This Statement of Work (SOW) establishes and defines the requirements for the engineering, furnishing, construction, and installation of a turnkey fiber optic backbone network within the Federal Republic of Germany. The network will transmit critical command information to DOD personnel. The backbone will consist of defined segments traversing the Federal Republic of Germany public and private lands with terminating points on selected US military installations. Each segment and termination will be constructed with the most recent Outside Plant (OSP) and Fiber Optic Cable (FOC) materials and practices in an effort to achieve maximum bandwidth and infrastructure life.

1.1. Scope of Work.

1.1.1 The contractor shall provide all personnel, equipment, tools, materials, supervision and all other components necessary to Engineer, Furnish, Install and Test (EFI&T) a fiber optic link from Landstuhl to Baumholder to Wiesbaden. The start/end points of the segments are detailed in section 3.3.5.

1.1.2 The fiber optic network will consist of the following:

1.1.2.1 As a minimum, two (2) 50mm High Density Polyethylene (HDPE) conduit buried a minimum of 90 cm deep or two (2) inner-ducts (40 – 50mm) within an existing duct. Use of existing US Government controlled fiber duct (off base and on base) may be authorized for portions of these segments. Information on existing ducts routes can be obtained through the TPOC identified in **section 5.0** at the end of this document. If an existing 50mm duct is authorized for use, those approved segments will not require a second duct to be installed. The 100km stipulation in paragraph 3.2.2 will remain valid. Approved use of larger ducts (e.g. 110mm) will require two (2) inner-ducts to be installed.

1.1.2.2 Non-Zero Dispersion-Shifted Fiber (NZDSF) cables that will meet or exceed the recommendations of International Telecommunication Union-Telecommunication Standardization Sector (ITU-T) G.655. Fiber segments that enter the buildings will be rated for indoor use, installed according to the German Industrial Norm (DIN) and Zusätzliche Technische Vertragsbedingungen (ZTV) 10 standard. To avoid additional splices within the buildings, the location for the transition from outdoor cable to indoor cable will be determined site by site based on final segment lengths approaching the termination locations. The installed fiber cable shall be terminated with UPC (ultra polished connectors) SC G.655 pigtails.

1.1.2.3 All necessary material to include racks, patch panels, patch cables (duplex G.655), cable management, splice trays, and connectors at the cable termination points for each FODF (Fiber Optic Distribution Frame) to make a complete Inside Plant (ISP) fiber optic network.

1.1.2.4 All necessary material to include maintenance holes, hand holes, racking, grounding, FOC splice enclosures, duct plugs, warning tape to make a complete OSP network.

2.0. APPLICABLE DOCUMENTS

Contractor shall follow best commercial practices and standards referenced in below documents. Requirements outlined in this SOW take precedence over any referenced documents. Where standards addressed in these reference documents for the same technical specification, the more stringent shall apply.

2.1. 5th Signal Standards for Cable Distribution Systems, Inside Cable Distribution Systems, and Cabling Systems (ICDS).

2.2. EIA/TIA-568-B.1, Commercial Building Telecommunications Cabling Standard, General Requirements.

2.3. EIA/TIA-568-B.3, Optical Fiber Cabling Components Standard.

2.4. EIA/TIA-569-A, & Addendums 1-4, 6 & 7, Commercial Building Standard for Telecommunications Pathways and Spaces.

2.5. EIA/TIA-758, & Addendum 1, Customer-Owned Outside Plant Telecommunications Cabling Standard.

2.6. EIA/TIA-526-7A, Measurement of Optical Power Loss of Installed Single-Mode Fiber Cable Plant.

2.7. ANSI/TIA-455-133-A, Measurement Methods and Test Procedures - Length Measurement.

2.8. ANSI/TIA/EIA-607-A, Commercial Building Grounding and Bonding and Bonding Requirements for Telecommunications.

2.9. NFPA-70, National Electrical Code (NEC) 2002.

2.10. DIN EN 50173, Information Technology - Generic cable systems.

2.11. DIN Code 18300 General Technical Specification for Building Works, Earth Works.

2.12. VDE 0800 Verband Deutscher Elektrotechniker (VDE) and the VDE-Verlag GmbH.

2.13. Zusätzliche Technische Vertragsbedingungen (ZTV) 10 and 89 standards, additional technical regulations for street construction, digging and laying cables and/or ducts.

2.14. ITU-T G.694.1, Spectral grids for Wave Division Multiplexing applications: Dense Wave Division Multiplexing frequency grid, 06/2002.

3.0. REQUIREMENTS

3.1. Coordination and Preparation.

3.1.1. Infrastructure Life. If the contractor's plan includes construction of new duct, the offer must include the right of way fees for 30 years. If the contractor submits a proposal for use of existing duct, the price must include a 30-year lease obtained by the successful contractor with the U.S. Government owning the cable(s) and the inner-ducts. The lease must contain all rights to content carried on the cables and physical access to maintain them.

3.1.2. Coordination. The contractor shall not perform any work on Government sites without prior coordination with the Government Program Manager. The contractor shall coordinate with and provide all documentation required to the USAREUR Real Property Office for the U.S. Government to obtain easements for the network. The contractor shall coordinate site access with the Government Program Manager. The contractor shall provide a personnel roster, vehicle roster, and work schedule. The contractor is herewith informed that numerous underground utilities exist within the U.S. Government facilities, which are unrecorded and whose locations are unknown. The Contractor is directed to exercise appropriate caution in all excavation operations. The Contractor must coordinate all excavation work on US Property with the Director of Public Works (DPW) and must obtain, from the DPW, digging permits. The DPW is the sole digging permission authority. The contractor shall provide detailed information about all digging areas to the DPW prior to start of construction. The DPW may impose, and the contractor will comply with, requirements for special testing for unexploded ordinance along the construction routes before permits can be issued. The contractor must also coordinate with the local Signal Battalion for locations of existing and planned communications plant.

3.1.3. Permits and Plans. The contractor shall obtain all required approvals, permits and licenses, local and otherwise necessary to perform the work and implement the requirements defined herein. The contractor will clarify all right of way issues prior to the start of the project (where this is not possible, the rights of way issues must be clarified by the contractor as the project is underway).

3.1.3.1 The contractor shall coordinate engineering, implementation and testing of the project with the Installation Coordinator, the local Director of Engineering and Housing (DPW), and the local Signal Battalion. Any site plan drawings provided to the contractor, (building floor plans; drawings showing underground utilities such as power cables, water, gas, heating, sewage and

drainage; as well as the five-year development plans) cannot be verified for accuracy. Site plan drawings will only be provided during the engineering and implementation phase as necessary and must not be relied upon for bidding or installation. Routing of Tie Cables on non-U.S. property shall be verified with the Katasteramt and the contractor will obtain the necessary permits (vorläufige Baugenehmigung) and agreements to conduct trenching as required.

3.1.3.2 Contractor must use their Class 3 Telecommunications License to place the conduit and cable and provide to 5th Signal Command functional control of the network in accordance with Section 3, no. 2 Telecommunications Act (TKG), until such time as 5th Signal Command has obtained all rights of way authorizations/acceptance certificates (Easements) issued by the appropriate authorities. This paragraph is subject to changes in the German Telecommunications law, but the contractor is responsible for obtaining the rights of way and turning the rights of way over to the USAREUR real estate office.

3.1.4. Work Schedule. The contractor is not required to work holidays or to work evening hours. A standard, daytime work shift such as 08:00 to 17:00 Monday through Friday is acceptable. The contractor is required to meet the contract completion date. Performance during weekends, holidays and non-standard working hours (both American and German) shall only be scheduled with the approval of the Government Program Manager. The U.S. Government will not be liable for any schedule delays as a result of disapproval.

3.1.5. Site Maintenance and Storage. The contractor shall provide all storage/staging areas required for equipment, materials, and personnel. The contractor shall keep the work site in a clean and orderly manner. All equipment, materials, and supplies shall be stored so as to maintain a secure and safe work site. The contractor shall provide, and is responsible for, any security needs required to protect equipment, materials, and supplies required under this SOW. The contractor shall ensure that all surplus equipment, materials and supplies are removed from the work site upon completion of the work. The contractor shall insure that the work site is restored to its original or better condition. This includes—but is not limited to—backfilling cable trenches; repairing grassy areas damaged by trucks and equipment movements; repairing damage to buildings; and repairing roads to pre-existing conditions.

3.1.5.1 Liability. The contractor shall be held responsible for any and all property damage that may incur in conjunction with his efforts to implement the requirements defined herein. The U.S. Government or its representatives shall not be liable for any damages, to the environment or property, as a result of the contractor's work.

3.1.6. Safety. During all phases of the project, adhere to all applicable U.S. Government safety standards as well as those prescribed by German law.

3.2. Surveying and Engineering.

3.2.1. Survey. The contractor shall perform a pre-survey of the proposed routes. The contractor shall conduct a final survey after the approval of the routing by the Government Program

Manager, dig test/pilot holes along the agreed upon routes prior to trenching, and clear the routes of any and all obstructions.

3.2.2. Cable Splicing, Maintenance Holes, Hand Holes. Cable splice locations will be buried in hand holes (min. depth of 25 cm.) with no access; the splice cases must meet DIN industry standards. The contractor shall enclose fiber optic splices in weatherproof splice cases equipped with all necessary optical cable organizer trays and optical cable organizers specially designed for splicing fiber optic cable. Maximum distance between splices shall be maintained. Partial cable lengths or partial spools spliced together which increases overall segment span loss will not be permitted. Splices at building entry points and cable vaults shall be avoided. In segments that exceed 100 km, the contractor will engineer, furnish and install (with duct to a power source, but with no power cable installed, and duct (1 each 50mm) to the nearest TEL Co. access pedestal, but with no cable installed) buried equipment shelters at or near the middle of the distance. Any equipment shelters must be water proof, grounded in accordance with DIN industry standards, secured against unauthorized entrance, and meet existing commercial standards. All hand holes, man holes, and vaults will have a maintenance loop at a minimum; 5 meters on each side of a splice, 10 meters in pass through handholes/manholes, and 20 meters in equipment vaults.

3.3. Implementation.

3.3.1. Trenching. Where new conduit is installed, it must be buried a minimum of 90 cm deep. In areas where 90 cm depth will not be granted by the landowner, the contractor shall provide a written statement from the landowner attesting to that fact. The contractor shall backfill open trenches or pits where the contractor installs cables/conduits. The contractor shall surround cables/conduits with fine sand. The bottom and sides shall have a 5 cm layer of fine sand and the top shall have at least a 20 cm layer of fine sand (not required when plowing duct). The Contractor shall install a warning tape, with an embedded trace wire, on the top of the fine sand (or above the plowed duct) that has a repeatedly printed warning statement such as "Caution! Fiber Optic Cable Below." Replacement of non-compressible material shall not exceed 20%. Regardless of installation technique, the surface of the ground must be restored to original condition. The contractor shall seal the conduit with plastic duct sealing rings or plugs at each maintenance hole and building entrance after the cable has been installed. When installed, all seals will be gas and watertight. Where applicable, fire stop will be used to seal building core drills and ducts.

3.3.2. Cable Installation. The fiber optic cable shall be installed as per the manufactures instructions, not exceeding the maximum pulling strength or minimum bending radius of the cable. The contractor will test the fiber optic cable before and after installation to insure no damage has occurred to the cable. If the cable is damaged, either before installation or during/after installation, the contractor will replace the cable with one that is undamaged. The cable shall be marked as follows on the cable "USC # XXXX" (a USC # will be provided by the Government Program Manager).

3.3.3. Restoral. The contractor shall restore disturbed pavement, concrete, asphalt, or gravel according to the DIN Standard and also the ZTV 89 Standard. Grassy areas will be returned to grade and seeded. The contractor shall dispose of all excess soil after the cable and conduit is installed. Any contaminated soil found on this project shall be immediately identified in writing to the Government Program Manager. Contaminated soil on U.S. Property shall be addressed to the local DPW. As necessary, exchange excavated soil if compaction of the soil is not possible (e.g., swampy areas).

3.3.4. Inside Plant. The contractor will terminate the cables in the buildings with G.655 pigtails with SC UPC connectors. The terminated fiber will be installed in a contractor supplied fiber optic patch panel which shall be a maximum of 1 rack unit high with 24 ports (12 duplex positions) for each 24 strands of fiber or fraction thereof and be labeled IAW 5th Signal Standards. The patch panel shall be installed in an Optical Distribution Frame (ODF/Cabinet). Existing ODFs/cabinets may be used when approved by the Government Program Manager. If a cabinet is required, the contractor shall provide one that complies with the specification outlined in the 5th Signal standards for CDS/ICDS. The contractor shall mark and tag all cables/conduits in each building and manhole IAW 5th Signal Standards. Each cable termination at the ODF shall be accompanied by a three (3) meter maintenance loop. Location of maintenance loops will be determined on a site by site basis. A set of (12) duplex SC-SC patch cords will be delivered to each ODF site. Two sets (24) will be delivered for Baumholder.

3.3.5. Routing and Termination. Install and terminate a 24 strand, NZDF G.655, fiber optic cable from an ODF in Building #6208 (DCO) on McCully Barracks, Wackernheim to an ODF in Building #8490 (TCF (Tech Control Facility)) on Smith Barracks, Baumholder. From the same ODF on Smith Barracks, install and terminate a 24 strand, NZDF G.655, fiber optic cable to an ODF in #3765 (Node Room) at the US Hospital Kaserne, Landstuhl. The fiber cables will maintain 7 meters separation from all cables installed under this effort (the 2 routes to Smith Barracks will be diverse), except where the fibers converge within the TCF at Smith Barracks.

3.4. Testing and Acceptance.

3.4.1. Installation Acceptance Inspection. The fiber segments shall be inspected by U.S. Government representatives prior to subsequent acceptance tests. Government representatives shall be permitted to observe the acceptance test. The contractor will coordinate to ensure a mutually agreeable time with the U.S. Government representatives. The acceptance test shall begin no more than 2 weeks (14 calendar days) after installation completion.

3.4.2. Acceptance Testing. The contractor shall test the fiber optic cable node to node (end to end). A bi-directional Optical Time Domain Reflectometer (OTDR) test and a bi-directional light source/power meter test (all at 1310, 1550 and 1625 nm and in accordance with EIA/TIA-526-7A and ANSI/TIA-455-133-A) will be conducted on each strand. The contractor shall also perform Chromatic Dispersion (at a minimum at 1330, 1480, 1550, and 1625), Polarization-mode Dispersion, and optical return loss tests on each fiber. Each fiber segment shall be verified by the contractor as suitable for use within a Dense Wavelength Division Multiplexing (DWDM)

network. The Contractor shall test IAW a contractor developed and U.S. Government approved test plan based on ITU-T G.694.1

3.4.2.2 All splices shall not exceed 0.1 db loss per splice when tested from both directions. Any splice that does not meet the standard shall be re-spliced until the standard is achieved.

3.4.2.3 The contractor shall conduct a (6bar) duct air pressure test on all installed conduit. The tests and results shall be documented and turned-over to the Government Program Manager.

3.5. Warranty.

3.5.1. Workmanship. The contractor shall provide a warranty on all services and work performed under this SOW. The warranty period shall start on the date of acceptance per segment and continue for a period of 24 months thereafter. The warranty period shall cover all replacement parts at no additional cost to the US Government. The warranty shall cover all workmanship and conform to the requirements identified herein. All work done by the contractor shall be guaranteed free from defect for the warranty period.

3.5.2. Equipment and Materials. The contractor shall provide a warranty on all equipment and materials installed or provided under this SOW. The equipment and materials shall be free from defect for a minimum period of 24 months from date of acceptance of each segment. Warranty periods provided by the original manufacturer which exceed 1 year shall be extended to the U.S. Government for their full duration by the contractor. The warranty period shall cover all replacement parts at no additional cost to the US Government.

3.5.3. Quality Control and Re-Performance. Performance by the contractor to correct defects found by the Government as a result of quality assurance surveillance and by the contractor as a result of quality control, shall be at the contractor's expense and without additional reimbursement by the government.

3.6. Cable Plant Administration. For three (3) years from date of acceptance for each segment, the contractor shall provide cable plant administration for the purpose of ensuring cable installed under this effort will not be inadvertently damaged by 3rd parties. The Contractor shall respond to all inquiries concerning the cable plant within 5 working days. The responses shall validate the path of the cable plant and be accompanied by drawings.

4.0. DELIVERABLES

4.1. Engineering Design Plan. The contractor shall provide proposed engineering to the Government Program Manager for approval before constructions begins. The contractor shall provide all associated drawings electronically in the latest version of AutoCAD format and three (3) American Nation Standard Institute (ANSI) D (22 × 34 in, 559 × 864 mm) sized paper copies. The contractor will develop a Bill Of Material (BOM) listing all materials to be used for this

effort. The BOM list will be submitted to the U.S. Government for approval prior to installation in an MS Word or Excel format.

4.2. Test Plans, Procedures, and Reports.

4.2.1. Test Plans & Data. Test plans and data shall be supplied to the Government Program Manager for approval. The contractor shall prepare and submit for U.S. Government approval a Test Plan and Test Procedures for the acceptance testing of the network or segment. The Test Plan and Test Procedures shall identify the procedures to be followed and the test equipment to be used. Test equipment shall be calibrated per manufacturers' instructions and documents supporting such calibration shall be made available to the Government Program Manager for inspection. Draft test plans and test procedures shall be submitted 45 calendar days prior to the start of test. After government approval of the draft test plans and procedures the final test plans and procedures shall be submitted not later than 30 calendar days prior to the start of the test.

4.2.1.1 The contractor shall identify each location where an OTDR measurement was made. Date and time shall be noted for each measurement. The contractor shall document and record the test results electronically, on disc and submit them to the Government Program Manager. The OTDR, power meter, CD, and PMD tests shall be submitted in their original data format, with a program provided (at no additional cost to the government) to view and analyze the results, and converted to a standard office electronically viewable product (Excel, Word, Adobe Acrobat etc...).

4.2.2. Monthly Progress Reports. The contractor shall provide monthly status reports in English to the Program Manager. The monthly report will include meters of trenching completed, meters of conduit installed, meters of fiber installed, number of splices completed, number of maintenance holes/hand holes installed, and a map detailing the locations the above tasks were conducted. Data shall be provided in electronic format using MS Excel or Word and AutoCAD.

4.2.3. Acceptance Test Report. The contractor shall provide four (4) copies of all Acceptance Test Reports no later than seven (7) working days after completion of the test. The contractor shall provide three (3) copies of the report in English and one (1) copy in German. Data shall be provided in electronic format using Excel, Word, Adobe Acrobat and AutoCAD as applicable.

4.3. Cable Routes and As-Builts.

4.3.1. Cable Routes. The contractor shall document the route of the fiber optic cable on disc and hardcopy as per German Standard (Gauss-Krüger) and GPS. The coordinates will be in the AutoCAD drawings and listed in an Excel spreadsheet. The contractor shall provide route documentation to the Government Program Manager and provide the full Land Registry details with the length of cable in each plot, property ID number, and plans (Katasterpläne) to the USAREUR Real Estate Office in a format that is to their satisfaction, so USAREUR can obtain

rights of ways. (Number of copies and type (i.e., CD vs. Hardcopy) to be determined but not to exceed 10).

4.3.2. As-Built Drawings and Parts List. The contractor shall provide three (3) American Nation Standard Institute (ANSI) D (22 × 34 in, 559 × 864 mm) sized paper copies "As-Built" drawings to document the entire route and parts list reflecting the installed system, plus four (4) CD's of the data in the latest addition of AutoCAD. The "As-Built" drawings shall incorporate any and all changes made to the original drawings during installation. The As-Built drawings and parts list shall be submitted to the U.S. Government no later than 30 calendar days after completion of each segment. All scaled drawings shall show measures in the metric system. A comparison scale of meters versus feet shall be shown above the drawing block.

4.4. Technical Manuals. The contractor shall provide three (3) copies of the manufacturer's technical manual (in English) associated with the major items of contractor-furnished equipment. If available and applicable, one German copy will be provided.

4.5. Quality Control. The contractor shall provide a Quality Control Plan to the Government Program Manager no later than 14 working days after contract award.

4.6 Cable Plant Administration Reports. For three (3) years from date of acceptance for each segment, the contractor shall provide cable plant administration reports. During this three (3) year period, monthly reports will be presented to the PM DCS-E Program Manager describing all inquiries and the responses in an MS Word or Excel format.

5.0. NOTES

POCs:

PM DCASS Integrated Product Team Leader (IPT): MAJ Daniel J. Plourd,

PM, DCASS/PM DCS-E
Bldg 820, RM 406
Funari Barracks, Mannheim, GE
Unit 29800
APO AE 09056
Telephone: 011-49-621-730-5959
Facsimile: 011-49-621-730-5965
E-mail: daniel.plourd@eur.army.mil

TPOC: Raymond Jolicoeur

PM, DCASS/PM DCS-E
Bldg 820, RM 406
Funari Barracks, Mannheim, GE
Unit 29800

APO AE 09056
Telephone: 011-49-621-730-4496
Facsimile: 011-49-621-730-4496
E-mail: ray.jolicoeur@eur.army.mil

USAREUR Real Estate

Claudia Queen
USA Installation Mgmt Europe Region Office
APO AE 09014
Ph: 06221-57-8885